

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 000021		3. EFFECTIVE DATE See Block 15C		4. REQUISITION/PURCHASE REQ. NO. 4200462076	
5. PROJECT NO. (If applicable) 444/SSMO		6. ISSUED BY NASA/Goddard Space Flight Center Procurement Operations Division Ground Systems & Mission Services 8800 Greenbelt Road Greenbelt MD 20771		7. ADMINISTERED BY (If other than Item 6) B. Faye Johnson, Code 210.2 301-286-4241 FAX 301-286-1602 Procurement Operations Division NASA GSFC, Bldg 3, Room 125 8800 Greenbelt Road Greenbelt MD 20771	
8. NAME AND ADDRESS OF CONTRACTOR (Firm, street, county, State and ZIP Code) HONEYWELL Attn: Mrs. Marcia (Marci) Booth 7000 COLUMBIA GATEWAY DR COLUMBIA MD 21046-2119		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG11VM00C 10B. DATED (SEE ITEM 13) 08/26/2011		CODE 15151 FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

Net Increase:

\$1,084,170.32

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR Clause 52.232-22, Limitation of Funds (APR 1984)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to provide additional funding (PR# 4200462076) for continued contract performance.

See Page 2 of 2 for details

Payment Terms:

Net 30 days

Delivery Location Code: GSFC


NASA/Goddard Space Flight Center

8800 Greenbelt Road

Greenbelt MD 20771 USA

Continued ...

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Teresa N. Anthony	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA 	16C. DATE SIGNED 1/4/13

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

Accounting and Appropriation Data

8/NC:GCJ

<u>PR</u>	<u>Amount</u>
4200462076	\$1,084,170

1. In Clause B. 12, CONTRACT FUNDING (1852.232-81) (JUN 1990), the contract funding is hereby revised as follows:

	<u>EDAW</u>	<u>BY</u>	<u>IC</u>
Estimated Cost			
Award Fee			
Total Cost Plus Award Fee (CPAF)	\$85,051,118	\$1,084,170	\$86,135,289
Period of Allotment is extended through:	July 5, 2013		July 5, 2013

2. All other terms and conditions of the contract remain unchanged.

(End of Modification No. 21)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. Twenty-Two (22)		3. EFFECTIVE DATE See 16c		4. REQUISITION/PURCHASE REQ. NO. See Block 12	
5. PROJECT NO. (If applicable) Code 444/SSMO		6. ISSUED BY National Aeronautics and Space Administration Goddard Space Flight Center Mission Services Procurement Office Greenbelt, MD 20771			
7. ADMINISTERED BY (If other than item 6) Ms. B. Faye Johnson, Contracting Officer, Code 210.P Phone (301) 286-4241 FAX (301) 286-1602 NASA GSFC, Bldg 3, Room 125 Greenbelt, MD 20771		8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) Honeywell Technology Solutions, Inc. (HTSI) Attn: Ms. Marcia (Marci) Duryea Booth 7000 Columbia Gateway Drive Columbia, MD 21046			
9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)			
10A. MODIFICATION OF CONTRACT/ORDER NO. NNG11VM00C		10B. DATED (SEE ITEM 13) August 26, 2011			
CODE 15161		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)**BNC: GCJ****See Page 2 of 2 (Accounting and Appropriation Data)****13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER Specify type of modification and authority) FAR Clause 52.232-22, "Limitation of Funds" (APR 1984)


E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to:

- De-obligate prior funding per SSMO Program Office authorized request;
- Add PR #4200461939 (incremental funding);
- See Page 2 of 2 for details.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) B. Faye Johnson	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  BY (Signature of Contracting Officer)	16C. DATE SIGNED 1/23/2013
(Signature of person authorized to sign)			

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105
Computer Generated

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

Accounting and Appropriation Data

B/NC: GCJ

<u>PR</u>	<u>Amount</u>
4200431875	(\$30,000)
4200461939	<u>\$3,340,506</u>
	\$3,310,506

1. In Clause B. 12, CONTRACT FUNDING (1852.232-81) (JUN 1990), the contract funding is hereby revised as follows:

	FROM	BY	TO
Estimated Cost			
Award Fee			
Total Cost Plus Award Fee (CPAF)	\$86,135,289	\$3,310,506	\$89,445,795
Period of Allotment is extended through:	July 5, 2013		July 24, 2013

2. All other terms and conditions of the contract remain unchanged.

(End of Modification No. 22)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. Twenty-Three (23)		3. EFFECTIVE DATE See 16c		4. REQUISITION/PURCHASE REQ. NO. See Block 12		5. PROJECT NO. (if applicable) Code 444/SSMO	
6. ISSUED BY National Aeronautics and Space Administration Goddard Space Flight Center Mission Services Procurement Office Greenbelt, MD 20771		CODE 210.P		7. ADMINISTERED BY (If other than Item 6) Ms. B. Faye Johnson, Contracting Officer, Code 210.P Phone (301) 286-4241 FAX (301) 286-1802 NASA GSFC, Bldg 3, Room 125 Greenbelt, MD 20771		CODE 210.P	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) Honeywell Technology Solutions, Inc. (HTSI) Attn: Ms. Marcia (Marcia) Duryea Booth 7000 Columbia Gateway Drive Columbia, MD 21046				(4)			
Phone: 301-805-3133				9A. AMENDMENT OF SOLICITATION NO.			
CODE 15151				9B. DATED (SEE ITEM 11)			
FACILITY CODE				10A. MODIFICATION OF CONTRACT/ORDER NO. NNG11VM00C			
				10B. DATED (SEE ITEM 13) August 26, 2011			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)**BNC: GCJ****See Page 2 of 2 (Accounting and Appropriation Data)****13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER Specify type of modification and authority) FAR Clause 52.232-22, "Limitation of Funds" (APR 1984)


E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return ___ copies to the Issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to:

- De-obligate prior funding per SSMO Program Office authorized request;
- Add PR #4200466918 (incremental funding);
- See Page 2 of 2 for details.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) B. Faye Johnson	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY  (Signature of Contracting Officer)	

Accounting and Appropriation Data

B/NC: GCJ

<u>PR</u>	<u>Amount</u>
4200450372	(\$200,000)
4200466918	<u>\$7,506,408</u>
	\$7,306,408

1. In Clause B. 12, CONTRACT FUNDING (1852.232-81) (JUN 1990), the contract funding is hereby revised as follows:

	FROM	BY	TO
Estimated Cost			
Award Fee			
Total Cost Plus Award Fee (CPAF)	\$89,445,795	\$7,306,408	\$96,752,203
Period of Allotment is extended through:	July 24, 2013		August 5, 2013

2. All other terms and conditions of the contract remain unchanged.

(End of Modification No. 23)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE 1 OF 2 PAGES	
2. AMENDMENT/MODIFICATION NO. Twenty-Four (24)		3. EFFECTIVE DATE See 16c		4. REQUISITION/PURCHASE REQ. NO. See Block 12		5. PROJECT NO. (If applicable) Code 444/SSMO	
6. ISSUED BY National Aeronautics and Space Administration Goddard Space Flight Center Mission Services Procurement Office Greenbelt, MD 20771		CODE 210.P		7. ADMINISTERED BY (If other than item 6) Ms. B. Faye Johnson, Contracting Officer, Code 210.P Phone (301) 286-4241 FAX (301) 286-1602 NASA GSFC, Bldg 3, Room 125 Greenbelt, MD 20771		CODE 210.P	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) Honeywell Technology Solutions, Inc. (HTSI) Attn: Ms. Marcia (Marcia) Duryea Booth 7000 Columbia Gateway Drive Columbia, MD 21046						(4)	
Phone: 301-805-3133						9A. AMENDMENT OF SOLICITATION NO.	
CODE 15151 FACILITY CODE						9B. DATED (SEE ITEM 11)	
						10A. MODIFICATION OF CONTRACT/ORDER NO. NNG11VM00C	
						10B. DATED (SEE ITEM 13) August 26, 2011	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)**BNC: GCJ****See Page 2 of 2 (Accounting and Appropriation Data)****13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER Specify type of modification and authority FAR Clause 52.232-22, "Limitation of Funds" (APR 1984)


E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to:

- * De-obligate prior funding per SSMO Program Office authorized request;
- * Add PR #4200470130 (incremental funding);
- * See Page 2 of 2 for details.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) B. Faye Johnson	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY  (Signature of Contracting Officer)	3/26/2013

Accounting and Appropriation Data

B/NC: GCJ

<u>PR</u>	<u>Amount</u>
4200450372	(\$300,000)
4200470130	<u>\$4,198,755</u>
	\$3,898,755

1. In Clause B. 12, CONTRACT FUNDING (1852.232-81) (JUN 1990), the contract funding is hereby revised as follows:

	FROM	BY	TO
Estimated Cost			
Award Fee			
Total Cost Plus Award Fee (CPAF)	\$96,752,203	\$3,898,755	\$100,650,958
Period of Allotment is extended through:	August 5, 2013		September 6, 2013

2. All other terms and conditions of the contract remain unchanged.

(End of Modification No. 24)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. Twenty-Five (25)		3. EFFECTIVE DATE See 16c		4. REQUISITION/PURCHASE REQ. NO. See Block 12	
5. PROJECT NO. (if applicable) Code 444/SSMO		6. ISSUED BY National Aeronautics and Space Administration Goddard Space Flight Center Mission Services Procurement Office Greenbelt, MD 20771			
7. ADMINISTERED BY (if other than item 6) Ms. B. Faye Johnson, Contracting Officer, Code 210.P Phone (301) 286-4241 FAX (301) 286-1602 NASA GSFC, Bldg 3, Room 125 Greenbelt, MD 20771		8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) Honeywell Technology Solutions, Inc. (HTSI) Attn: Ms. Marcia (Marci) Duryea Booth 7000 Columbia Gateway Drive Columbia, MD 21046			
9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11) August 26, 2011			
10A. MODIFICATION OF CONTRACT/ORDER NO. NNG11VM00C		10B. DATED (SEE ITEM 13) August 26, 2011			
CODE 15151		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)**BNC: GCJ****See Page 2 of 2 (Accounting and Appropriation Data)****13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER Specify type of modification and authority FAR Clause 52.232-22, "Limitation of Funds" (APR 1984)


E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to:

- Add PR #4200473105 (incremental funding);
- See Page 2 of 2 for details.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) B. Faye Johnson		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) B. Faye Johnson	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 4/19/2013

Accounting and Appropriation Data

B/NC: GCJ

<u>PR</u>	<u>Amount</u>
4200473105	<u>\$4,195,121</u>
	\$4,195,121

1. In Clause B. 12, CONTRACT FUNDING (1852.232-81) (JUN 1990), the contract funding is hereby revised as follows:

	FROM	BY	TO
Estimated Cost	 	 	
Award Fee	 	 	
Total Cost Plus Award Fee (CPAF)	\$100,650,958	\$4,195,121	\$104,846,079
Period of Allotment is extended through:	September 6, 2013		September 13, 2013

2. All other terms and conditions of the contract remain unchanged.

(End of Modification No. 25)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE 1 OF 4 PAGES
2. AMENDMENT/MODIFICATION NO. Twenty Six (26)		3. EFFECTIVE DATE See 16c	4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable) Code 444/SSMO
6. ISSUED BY National Aeronautics and Space Administration Goddard Space Flight Center Mission Services Procurement Office Greenbelt, MD 20771		CODE 210.P	7. ADMINISTERED BY (If other than Item 6) B. Faye Johnson, Contracting Officer, Code 210.P Phone: 301-286-4241; FAX 301-286-1602 NASA GSFC, Bldg 3, Room 125 Greenbelt, MD 20771		CODE 210.P
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) Honeywell Technology Solutions, Inc. (HTSI) Attn: Ms. Marcia (Marci) Duryea Booth 7000 Columbia Gateway Drive Columbia, MD 21046 Phone: 301-805-3133 FAX: 301-805-3014				(4)	9A. AMENDMENT OF SOLICITATION NO.
					9B. DATED (SEE ITEM 11)
					10A. MODIFICATION OF CONTRACT/ORDER NO. NNG11VM00C
					10B. DATED (SEE ITEM 13) August 26, 2011
CODE		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

- ☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
- Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
- (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

BNC: GCJ

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.


(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER Specify type of modification and authority Unilateral Modification - Clause G.4 (1852.216-76) (June 2000) AWARD FEE FOR SERVICE CONTRACTS

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return ___ copies to the issuing office.**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

The purpose of this modification is to incorporate the Award Fee earned for the Second Performance Evaluation Period (September 1, 2012 through February 28, 2013).

(continued)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) B. Faye Johnson	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY  (Signature of Contracting Officer)	5/5/2013

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. Twenty-Seven(27)		3. EFFECTIVE DATE See 16c		4. REQUISITION/PURCHASE REQ. NO. See Block 12	
5. PROJECT NO. (if applicable) Code 444/SSMO		6. ISSUED BY National Aeronautics and Space Administration Goddard Space Flight Center Mission Services Procurement Office Greenbelt, MD 20771			
7. ADMINISTERED BY (if other than item 6) Ms. B. Faye Johnson, Contracting Officer, Code 210.P Phone (301) 286-4241 FAX (301) 286-1602 NASA GSFC, Bldg 3, Room 125 Greenbelt, MD 20771		8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) Honeywell Technology Solutions, Inc. (HTSI) Attn: Ms. Marcia (Marci) Duryea Booth 7000 Columbia Gateway Drive Columbia, MD 21046			
9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)			
10A. MODIFICATION OF CONTRACT/ORDER NO. NNG11VM00C		10B. DATED (SEE ITEM 13) August 26, 2011			
CODE 15151		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)**BNC: GCJ****See Page 2 of 2 (Accounting and Appropriation Data)****13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(4) A.	THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B.	THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C.	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X D.	OTHER Specify type of modification and authority FAR Clause 52.232-22, "Limitation of Funds" (APR 1984)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to:

- De-obligate prior funding per SSMO Program Office authorized request;
- Add PR #4200473839 (incremental funding);
- See Page 2 of 2 for details.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) B. Faye Johnson	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 5/20/2013
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

Accounting and Appropriation Data

B/NC: GCJ

<u>PR</u>	<u>Amount</u>
4200436366	(\$800,000)
4200439853	(\$38,310)
4200453522	(\$972,386)
4200455934	(\$120,000)
4200462076	(\$8,406)
4200466918	(\$249,800)
4200473839	<u>\$4,510,233</u>
	\$2,523,331

1. In Clause B. 12, CONTRACT FUNDING (1852.232-81) (JUN 1990), the contract funding is hereby revised as follows:

	FROM	BY	TO
Estimated Cost			
Award Fee			
Total Cost Plus Award Fee (CPAF)	\$104,846,079	\$2,523,331	\$107,369,410
Period of Allotment is extended through:	September 13, 2013		October 1, 2013

2. All other terms and conditions of the contract remain unchanged.

(End of Modification No. 27)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE 1 OF 9 PAGES
2. AMENDMENT/MODIFICATION NO. Twenty Eight (28)	3. EFFECTIVE DATE See 16c	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (If applicable) Code 444/SSMO		
6. ISSUED BY National Aeronautics and Space Administration Goddard Space Flight Center Mission Services Procurement Office Greenbelt, MD 20771	CODE 210.P	7. ADMINISTERED BY (If other than Item 6) Ms. B. Faye Johnson, Contracting Officer, Code 210.P Phone (301) 286-4241 FAX (301) 286-1602 NASA GSFC, Bldg 3, Room 125 Greenbelt, MD 20771	CODE 210.P		
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) Honeywell Technology Solutions, Inc. (HTSI) Attn: Ms. Marcia (Marcia) Duryea Booth 7000 Columbia Gateway Drive Columbia, MD 21046				(4) 9A. AMENDMENT OF SOLICITATION NO.	
Phone: 301-805-3133 FAX 301-805-3014				9B. DATED (SEE ITEM 11)	
CODE FACILITY CODE				10A. MODIFICATION OF CONTRACT/ORDER NO. NNG11VM00C	
				10B. DATED (SEE ITEM 13) August 26, 2011	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

BNC: GCJ

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4) A.	THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B.	THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X C.	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR Clause 52.243-2, "Changes Cost Reimbursement" (JUN 2007)
D.	OTHER Specify type of modification and authority)



E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the Issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to add and update clauses in Sections H, I, and J; There is no change to the total contract ceiling as a result of this modification.

Accordingly:

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Marcia Duryea Booth – Contract Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) B. Faye Johnson	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 6/13/2013	16B. UNITED STATES OF AMERICA  BY (Signature of Contracting Officer)	16C. DATE SIGNED 6/17/2013

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105
Computer Generated

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

Therefore, the contract is revised as follows:

1. Clause H.11, GSFC 52.211-95 (Feb 2011) is deleted and replaced with Clause H.11, GSFC 52.211-95 (Apr 2013)

Clause H.11 GSFC 52.211-95 GOVERNMENT PREMISES-PHYSICAL ACCESS AND COMPLIANCE WITH PROCEDURES (APR 2013)

(a)(1) The Contractor must apply for permanent NASA/GSFC Personal Identity Verification (PIV) cards (badges) for those employees that will be employed by the Contractor and subcontractors and that will be resident for at least six months at GSFC or at locations controlled by GSFC, such as GSFC leased space. Other personnel may be issued a temporary badge. All personnel must conspicuously display the GSFC PIV card at, or above, the waistline. Refer to GSFC clause 52.204-99, "Contractor Personnel—Identification, Onsite Reporting, and Checkout Procedures" for permanent PIV card issuance procedures.

(2) Visits by foreign nationals are restricted and must be necessary for the performance of the contract and concurred with by the Contracting Officer or by the Contracting Officer's Representative. Approval of such visits must be approved in advance in accordance with Goddard Procedural Requirement (GPR) 1600.1.

(3) Access to the GSFC may be changed or adjusted in response to threat conditions or special situations.

(b) While on Government premises, the Contractor shall comply with all requirements governing the conduct of personnel and the operation of the facility. These requirements are set forth in NASA Procedural Requirements (NPR), NASA Policy Directives (NPD), GPRs, GSFC Policy Directives (GPD), handbooks and announcements. The following cover many of the requirements:

- (1) Harassment and Discrimination Announcements
<http://eeo.gsfc.nasa.gov/policy.html>
- (2) GSFC Workplace Violence Announcement
https://gs279gdmsias.gsfc.nasa.gov/srv/GDMSNEWDatabaseObject?document_id=21144
- (3) GPR 1600.1, GSFC Security Requirements
- (4) NPD 1600.3, Policy on Prevention of and Response to Workplace Violence
- (5) GPR 1700.1, Occupational Safety Program at GSFC
- (6) GPR 1700.2, Chemical Hygiene Plan
- (7) GPR 1700.8, GSFC Hazard Communication Program
- (8) GPR 1800.1, GSFC Smoking and Other Tobacco Use Requirements
- (9) GPR 1800.6, Occupational Health, Medicine and Employee Assistance Programs
- (10) GPR 1860.1, Ionizing Radiation Protection
- (11) GPR 1860.2, Laser Radiation Protection
- (12) GPR 1860.3, Radio Frequency Radiation Protection
- (13) GPR 1860.4, Ultraviolet and High Intensity Light Radiation Protection
- (14) NPD 2540.1, Personal Use of Government Office Equipment Including Information Technology
- (15) GPR 2570.1, Spectrum Management and Radio Frequency (RF)

Equipment Licensing

- (16) NPR 3713.3, Anti-Harassment Procedures
- (17) GPD 8500.1, Environmental Policy and Program Management
- (18) GPR 8710.2, GSFC Emergency Management Program Plan
- (19) GPR 8710.7, Cryogenic Safety
- (20) GPR 8710.8, GSFC Safety Program Management
- (21) GPD 8715.1, GSFC Safety Policy
- (22) GPR 8715.1, Processing of NASA Safety Reporting System
(NSRS) Incident Reports

Copies of the current issuances of the GPD/GPRs may be obtained at <http://gdms.gsfc.nasa.gov> from a computer onsite (GSFC Government Facility or from the Contracting Officer. Copies of the current issuances of the NPD/NPRs may be obtained at <http://nodis3.gsfc.nasa.gov> or from the Contracting Officer. The above list may be modified by the Contracting Officer to include additional issuances pertaining to the conduct of personnel and the operation of the facility.

(c) The Contractor may not use official Government mail (indicia or "eagle" mail). Contractors found in violation could be liable for a fine of \$300 per piece of indicia mail used. However, the Contractor is allowed to use internal GSFC mail to the extent necessary for purposes of the contract.

(End of clause)

2. Clause H.20 is updated as follows,

H.20 CONTRACTOR'S MENTOR PROTÉGÉ PROGRAM REQUIREMENTS

Honeywell Technology Solutions, Inc (HTSI) has been granted approval as a participant in the NASA Mentor-Protégé Program for a new [REDACTED] with [REDACTED]. A letter dated April 10, 2013 from NASA Headquarters Office of Small Business Programs authorizes modification of the contract to incorporate the developmental assistance, technical volume and the Gantt chart of the HTSI/[REDACTED] Mentor-Protégé Agreement as an attachment into the contract. The agreement documents dated November 2, 2012 are incorporated into the contract to replace, Clause J.1, List of Attachments, Attachment Q dated May 14, 2009. Additionally, the contract is modified to include NASA FAR Supplement (NFS) 1852.219-79, Mentor Requirements and Evaluation.

The Contractor shall fully comply with Clause J.1, List of Attachments, Attachment Q, "HTSI & [REDACTED] NASA MENTOR-PROTÉGÉ PROGRAM AGREEMENT DOCUMENTS".

(End of Text)

3. Add Clause I.118

Clause I.118 1852.219-79 MENTOR REQUIREMENTS AND EVALUATION (MAY 2009)

(a) The purpose of the NASA Mentor-Protégé Program is for a NASA prime contractor to provide developmental assistance to certain subcontractors qualifying as protégés.

Eligible protégés include certified small disadvantaged business concerns, women-owned small business concerns, veteran-owned or service-disabled veteran-owned small business concerns, HUBZone small business concerns, Historically Black Colleges and Universities, minority institutions of higher education, as defined in FAR Part 2, Definitions of Parts and Terms, active NASA SBIR Phase II companies and nonprofit agencies employing the blind or severely handicapped as defined in 41 CFR Chapter 51.

(b) NASA will evaluate the contractor's performance on the following factors. If this contract includes an award fee incentive, this assessment will be accomplished as part of the fee evaluation process.

(1) Specific actions taken by the contractor, during the evaluation period, to increase the participation of protégés as subcontractors and suppliers;

(2) Specific actions taken by the contractor during this evaluation period to develop the technical and corporate administrative expertise of a protégé as defined in the agreement;

(3) To what extent the mentor and protégé have met the developmental milestones outlined in the agreement; and

(4) To what extent the entities participation in the Mentor-Protégé Program resulted in the protégé receiving competitive contract(s) and subcontract(s) from private firms and agencies other than the mentor.

(c) Semiannual reports shall be submitted by the mentor and the protégé to the cognizant NASA center and NASA Headquarters Office of Small Business Programs (OSBP), following the semiannual report template found on the Web site at <http://www.osbp.nasa.gov>.

(d) The mentor will notify the cognizant NASA center and NASA OSBP in writing, at least 30 days in advance of the mentor's intent to voluntarily withdraw from the program or upon receipt of a protégé's notice to withdraw from the Program;

(e) At the end of each year in the Mentor-Protégé Program, the mentor and protégé, as appropriate, will formally brief the NASA Mentor-Protégé program manager, the technical program manager, and the contracting officer during a formal program review regarding Program accomplishments, as it pertains to the approved agreement.

(f) NASA may terminate mentor-protégé agreements for good cause, thereby excluding mentors or protégés from participating in the NASA Mentor-Protégé program. These actions shall be approved by the NASA OSBP. NASA shall terminate an agreement by delivering to the contractor a letter specifying the reason for termination and the effective date. Termination of an agreement does not constitute a termination of the subcontract between the mentor and the protégé. A plan for accomplishing the subcontract effort should the agreement be terminated shall be submitted with the agreement.

(End of clause)

4. Add Clause I.119

Clause I.119 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (AUG 2012)

(a) *Definitions.* As used in this clause:

"Executive" means officers, managing partners, or any other employees in management positions.

"First-tier subcontract" means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

"Months of award" means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

"Total compensation" means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) *Salary and bonus.*

(2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board's Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(3) *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

(5) *Above-market earnings on deferred compensation which is not tax-qualified.*

(6) Other compensation, if the aggregate value of all such other compensation (*e.g.*, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c) Nothing in this clause requires the disclosure of classified information

(d)(1) *Executive compensation of the prime contractor.* As a part of its annual registration requirement in the Central Contractor Registration (CCR) database (FAR clause 52.204-7), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if-

(i) In the Contractor's preceding fiscal year, the Contractor received-

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

(2) *First-tier subcontract information.* Unless otherwise directed by the contracting officer, or as provided in paragraph (h) of this clause, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, the Contractor shall report the following information at <http://www.frs.gov> for that first-tier subcontract. (The Contractor shall follow the instructions at <http://www.frs.gov> to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(3) *Executive compensation of the first-tier subcontractor.* Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter (calculated from the prime contract award date), the Contractor

shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at <http://www.fsr.gov>, if-

(i) In the subcontractor's preceding fiscal year, the subcontractor received-

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

(e) The Contractor shall not split or break down first-tier subcontract awards to a value less than \$25,000 to avoid the reporting requirements in paragraph (d).

(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.

(g)(1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards for that subcontractor.

(h) The FSR database at <http://www.fsr.gov> will be prepopulated with some information from CCR and FPDS databases. If FPDS information is incorrect, the contractor should notify the contracting officer. If the CCR database information is incorrect, the contractor is responsible for correcting this information.

(End of clause)

5. Add Clause I.120

Clause I.120 1852.225-74 NOTIFICATION PRIOR TO ACQUIRING INFORMATION TECHNOLOGY SYSTEMS FROM ENTITIES OWNED, DIRECTED OR SUBSIDIZED BY THE PEOPLE'S REPUBLIC OF CHINA (JUNE 2013) (DEVIATION)

(a) Definitions –

“Acquire” means procure with appropriated funds by and for the use of NASA through purchase or lease.

“Entity owned, directed or subsidized by the People's Republic of China” means any organization incorporated under the laws of the People's Republic of China.

“Information Technology (IT) System” means the combination of hardware components, software, and other equipment to make a system whose core purpose is to accomplish a data processing need such as the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission or reception of data. IT systems include ground systems in support of flight hardware. IT systems do not include—

- (i) Systems acquired by a contractor incidental to a contract;
- (ii) Imbedded information technology that is used as an integral part of the product, but the principal function of which is not the acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. For example, HVAC (heating, ventilation, and air conditioning) equipment such as thermostats or temperature control devices, and medical equipment where information technology is integral to its operation, are not information technology systems;
- (iii) Services in support of IT systems, such as help desk services; or
- (iv) Flight hardware, which includes aircraft, spacecraft, artificial satellites, launch vehicles, balloon systems, sounding rockets, on-board instrument and technology demonstration systems, and equipment operated on the International Space Station; as well as prototypes, and engineering or brass boards created and used to test, troubleshoot, and refine air- and spacecraft hardware, software and procedures.

(b) Section 516 of the Consolidated and Further Continuing Appropriation Act, 2013 (Pub. L.113-6), requires NASA’s Office of the Chief Information Officer (OCIO) to assess the risk of cyber-espionage or sabotage of an information technology (IT) system that is produced, manufactured, or assembled by an entity owned, directed or subsidized by the People’s Republic of China (PRC). The Government retains the right to reject any IT system tendered for acceptance under this Contract, without any further recourse by, or explanation to, the Contractor, if the Government determines the IT system, in whole or in part, presents an unacceptable risk to national security.

(c) The Contractor shall obtain the approval of the Contracting Officer before acquiring any IT system(s) from entities owned, directed or subsidized by the People’s Republic of China under this contract. Any Contractor request to use such items shall include adequate information for Government evaluation of the request, including—

- (1) A brief description of the item(s); and
- (2) Vendor/manufacturer’s company name and address;

(d) The Contracting Officer will provide the information referenced in paragraph (c) to the NASA Office of the Chief Information Officer (OCIO) which will assess the risk of cyber-espionage or sabotage and make a determination if the acquisition of such system is in the national interest. Only items so approved shall be provided under the contract.

(End of clause)

6. **Clause J.1 "LIST OF ATTACHMENTS" incorporates the following updates:**

J.1 LIST OF ATTACHMENTS

The following revision updates are attached hereto and made a part of this contract:

Attachment	Description	Date	Number of Pages
G	Wage Determination 05-2104, Rev 14	June 13, 2012	10
Q	HTSI & [REDACTED] NASA Mentor Protégé Agreement	November 2, 2012	15

7. **All other terms and conditions of the contract remain unchanged.**

This modification includes full and complete equitable adjustment for the above described changes. The Contractor hereby releases the Government from any liability under this contract for equitable adjustments attributable to such facts or circumstances giving rise to the aforementioned changes.

(End of Modification No. 28)

WD 05-2104 (Rev.-14) was first posted on www.wdol.gov on 06/19/2012

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Diane C. Koplewski Division of
Director Wage Determinations

Wage Determination No.: 2005-2104
Revision No.: 14
Date Of Revision: 06/13/2012

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince
George's, St Mary's
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier,
King George, Loudoun, Prince William, Stafford

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.08
01012 - Accounting Clerk II		16.92
01013 - Accounting Clerk III		22.30
01020 - Administrative Assistant		31.41
01040 - Court Reporter		21.84
01051 - Data Entry Operator I		14.38
01052 - Data Entry Operator II		15.69
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.21
01090 - Duplicating Machine Operator		14.21
01111 - General Clerk I		14.88
01112 - General Clerk II		16.24
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		13.62
01191 - Order Clerk I		15.12
01192 - Order Clerk II		16.50
01261 - Personnel Assistant (Employment) I		18.15
01262 - Personnel Assistant (Employment) II		20.32
01263 - Personnel Assistant (Employment) III		22.65
01270 - Production Control Clerk		22.03
01280 - Receptionist		14.43
01290 - Rental Clerk		16.55
01300 - Scheduler, Maintenance		18.07
01311 - Secretary I		18.07
01312 - Secretary II		20.18
01313 - Secretary III		25.29
01320 - Service Order Dispatcher		16.98
01410 - Supply Technician		28.55
01420 - Survey Worker		20.03
01531 - Travel Clerk I		13.29
01532 - Travel Clerk II		14.36
01533 - Travel Clerk III		15.49
01611 - Word Processor I		15.63
01612 - Word Processor II		17.67
01613 - Word Processor III		19.95
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		25.26
05010 - Automotive Electrician		23.51

05040 - Automotive Glass Installer	22.15
05070 - Automotive Worker	22.15
05110 - Mobile Equipment Servicer	19.04
05130 - Motor Equipment Metal Mechanic	24.78
05160 - Motor Equipment Metal Worker	22.15
05190 - Motor Vehicle Mechanic	24.78
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	24.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.85
07041 - Cook I	12.55
07042 - Cook II	14.60
07070 - Dishwasher	10.11
07130 - Food Service Worker	10.66
07210 - Meat Cutter	18.08
07260 - Waiter/Waitress	9.70
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.86
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	20.23
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer, Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.54
11060 - Elevator Operator	10.54
11090 - Gardener	17.52
11122 - Housekeeping Aide	11.83
11150 - Janitor	11.83
11210 - Laborer, Grounds Maintenance	13.07
11240 - Maid or Houseman	11.26
11260 - Pruner	11.58
11270 - Tractor Operator	16.04
11330 - Trail Maintenance Worker	13.07
11360 - Window Cleaner	12.85
12000 - Health Occupations	
12010 - Ambulance Driver	20.41
12011 - Breath Alcohol Technician	20.27
12012 - Certified Occupational Therapist Assistant	23.11
12015 - Certified Physical Therapist Assistant	21.43
12020 - Dental Assistant	17.18
12025 - Dental Hygienist	44.75
12030 - EKG Technician	27.67
12035 - Electroneurodiagnostic Technologist	27.67
12040 - Emergency Medical Technician	20.41
12071 - Licensed Practical Nurse I	19.07
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	24.13
12100 - Medical Assistant	15.01
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	17.42
12190 - Medical Record Technician	19.50
12195 - Medical Transcriptionist	18.77
12210 - Nuclear Medicine Technologist	37.60
12221 - Nursing Assistant I	10.80
12222 - Nursing Assistant II	12.14
12223 - Nursing Assistant III	13.98
12224 - Nursing Assistant IV	15.69

12235	- Optical Dispenser	20.17
12236	- Optical Technician	15.80
12250	Pharmacy Technician	18.12
12280	- Phlebotomist	15.69
12305	- Radiologic Technologist	31.11
12311	- Registered Nurse I	27.64
12312	- Registered Nurse II	33.44
12313	- Registered Nurse II, Specialist	33.44
12314	- Registered Nurse III	40.13
12315	- Registered Nurse III, Anesthetist	40.13
12316	Registered Nurse IV	48.10
12317	- Scheduler (Drug and Alcohol Testing)	21.73
13000	- Information And Arts Occupations	
13011	- Exhibits Specialist I	19.86
13012	- Exhibits Specialist II	24.61
13013	- Exhibits Specialist III	30.09
13041	- Illustrator I	20.48
13042	- Illustrator II	25.38
13043	- Illustrator III	31.03
13047	- Librarian	33.88
13050	Library Aide/Clerk	14.21
13054	- Library Information Technology Systems Administrator	30.60
13058	Library Technician	19.89
13061	- Media Specialist I	18.73
13062	- Media Specialist II	20.95
13063	- Media Specialist III	23.36
13071	- Photographer I	16.65
13072	Photographer II	18.90
13073	- Photographer III	23.67
13074	- Photographer IV	28.65
13075	Photographer V	33.76
13110	- Video Teleconference Technician	20.39
14000	- Information Technology Occupations	
14041	- Computer Operator I	18.92
14042	- Computer Operator II	21.18
14043	- Computer Operator III	23.60
14044	- Computer Operator IV	26.22
14045	- Computer Operator V	29.05
14071	- Computer Programmer I	(see 1) 26.36
14072	- Computer Programmer II	(see 1)
14073	- Computer Programmer III	(see 1)
14074	- Computer Programmer IV	(see 1)
14101	- Computer Systems Analyst I	(see 1)
14102	- Computer Systems Analyst II	(see 1)
14103	- Computer Systems Analyst III	(see 1)
14150	Peripheral Equipment Operator	18.92
14160	- Personal Computer Support Technician	25.22
15000	- Instructional Occupations	
15010	- Aircrew Training Devices Instructor (Non-Rated)	36.47
15020	- Aircrew Training Devices Instructor (Rated)	44.06
15030	- Air Crew Training Devices Instructor (Pilot)	52.81
15050	- Computer Based Training Specialist / Instructor	36.47
15060	- Educational Technologist	35.31
15070	- Flight Instructor (Pilot)	52.81
15080	- Graphic Artist	26.80
15090	- Technical Instructor	25.08
15095	- Technical Instructor/Course Developer	30.67
15110	Test Proctor	20.20
15120	- Tutor	20.20
16000	- Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010	- Assembler	9.88
16030	- Counter Attendant	9.88

16040 - Dry Cleaner	12.94
16070 - Finisher, Flatwork, Machine	9.88
16090 - Presser, Hand	9.88
16110 - Presser, Machine, Drycleaning	9.88
16130 - Presser, Machine, Shirts	9.88
16160 - Presser, Machine, Wearing Apparel, Laundry	9.88
16190 - Sewing Machine Operator	13.78
16220 - Tailor	14.66
16250 - Washer, Machine	10.88
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.14
19040 - Tool And Die Maker	23.38
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.02
21030 - Material Coordinator	22.03
21040 - Material Expediter	22.03
21050 - Material Handling Laborer	13.83
21071 - Order Filler	15.09
21080 - Production Line Worker (Food Processing)	18.02
21110 - Shipping Packer	15.09
21130 - Shipping/Receiving Clerk	15.09
21140 - Store Worker I	11.72
21150 - Stock Clerk	16.86
21210 - Tools And Parts Attendant	18.02
21410 - Warehouse Specialist	18.02
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.21
23021 - Aircraft Mechanic I	25.83
23022 - Aircraft Mechanic II	27.21
23023 - Aircraft Mechanic III	28.53
23040 - Aircraft Mechanic Helper	17.54
23050 - Aircraft, Painter	24.73
23060 - Aircraft Servicer	19.76
23080 - Aircraft Worker	21.01
23110 - Appliance Mechanic	21.75
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	26.02
23130 - Carpenter, Maintenance	21.40
23140 - Carpet Layer	20.49
23160 - Electrician, Maintenance	27.98
23181 - Electronics Technician Maintenance I	24.94
23182 - Electronics Technician Maintenance II	26.47
23183 - Electronics Technician Maintenance III	27.89
23260 - Fabric Worker	19.13
23290 - Fire Alarm System Mechanic	22.91
23310 - Fire Extinguisher Repairer	17.62
23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	25.83
23381 - Ground Support Equipment Servicer	19.76
23382 - Ground Support Equipment Worker	21.01
23391 - Gunsmith I	17.62
23392 - Gunsmith II	20.49
23393 - Gunsmith III	22.91
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.89
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	25.17
23430 - Heavy Equipment Mechanic	22.91
23440 - Heavy Equipment Operator	22.91
23460 - Instrument Mechanic	22.59
23465 - Laboratory/Shelter Mechanic	21.75

23470 - Laborer	14.98
23510 - Locksmith	21.90
23530 - Machinery Maintenance Mechanic	23.12
23550 - Machinist, Maintenance	22.91
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	22.59
23592 - Metrology Technician II	23.80
23593 - Metrology Technician III	24.96
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.75
23790 - Pipefitter, Maintenance	24.63
23810 - Plumber, Maintenance	22.29
23820 - Pseudraulic Systems Mechanic	22.91
23850 - Rigger	22.91
23870 - Scale Mechanic	20.49
23890 - Sheet-Metal Worker, Maintenance	22.91
23910 - Small Engine Mechanic	20.49
23931 - Telecommunications Mechanic I	29.95
23932 - Telecommunications Mechanic II	31.55
23950 - Telephone Lineman	27.41
23960 - Welder, Combination, Maintenance	22.91
23965 - Well Driller	22.91
23970 - Woodcraft Worker	22.91
23980 - Woodworker	17.62
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.79
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	10.57
24620 - Family Readiness And Support Services Coordinator	16.90
24630 - Homemaker	18.43
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.30
25040 - Sewage Plant Operator	20.84
25070 - Stationary Engineer	27.30
25190 - Ventilation Equipment Tender	19.49
25210 - Water Treatment Plant Operator	20.84
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.57
27007 - Baggage Inspector	12.71
27008 - Corrections Officer	22.80
27010 - Court Security Officer	24.72
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	22.80
27070 - Firefighter	24.63
27101 - Guard I	12.71
27102 - Guard II	20.57
27131 - Police Officer I	26.52
27132 - Police Officer II	29.67
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival Equipment Worker	9.24
28210 - Gate Attendant/Gate Tender	13.01
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	14.56
28510 - Recreation Aide/Health Facility Attendant	10.62
28515 - Recreation Specialist	18.04
28630 - Sports Official	11.59
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.13

29020	Hatch Tender	23.13
29030	- Line Handler	23.13
29041	- Stevedore I	21.31
29042	- Stevedore II	24.24
30000	- Technical Occupations	
30010	- Air Traffic Control Specialist, Center (HFO) (see 2)	39.92
30011	- Air Traffic Control Specialist, Station (HFO) (see 2)	26.84
30012	- Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.56
30021	- Archeological Technician I	20.19
30022	- Archeological Technician II	22.60
30023	- Archeological Technician III	27.98
30030	- Cartographic Technician	27.98
30040	- Civil Engineering Technician	26.41
30061	- Drafter/CAD Operator I	20.19
30062	- Drafter/CAD Operator II	22.60
30063	- Drafter/CAD Operator III	25.19
30064	- Drafter/CAD Operator IV	31.00
30081	- Engineering Technician I	22.92
30082	- Engineering Technician II	25.72
30083	- Engineering Technician III	28.79
30084	- Engineering Technician IV	35.64
30085	- Engineering Technician V	43.61
30086	- Engineering Technician VI	52.76
30090	- Environmental Technician	27.41
30210	- Laboratory Technician	23.38
30240	- Mathematical Technician	28.94
30361	- Paralegal/Legal Assistant I	21.36
30362	- Paralegal/Legal Assistant II	26.47
30363	- Paralegal/Legal Assistant III	32.36
30364	- Paralegal/Legal Assistant IV	39.16
30390	- Photo-Optics Technician	27.98
30461	- Technical Writer I	21.93
30462	- Technical Writer II	26.84
30463	- Technical Writer III	32.47
30491	- Unexploded Ordnance (UXO) Technician I	24.74
30492	- Unexploded Ordnance (UXO) Technician II	29.93
30493	- Unexploded Ordnance (UXO) Technician III	35.88
30494	- Unexploded (UXO) Safety Escort	24.74
30495	- Unexploded (UXO) Sweep Personnel	24.74
30620	- Weather Observer, Combined Upper Air Or (see 2)	25.19
	Surface Programs	
30621	- Weather Observer, Senior (see 2)	27.98
31000	- Transportation/Mobile Equipment Operation Occupations	
31020	- Bus Aide	14.32
31030	- Bus Driver	20.85
31043	- Driver Courier	13.98
31260	- Parking and Lot Attendant	10.07
31290	- Shuttle Bus Driver	15.66
31310	- Taxi Driver	13.98
31361	- Truckdriver, Light	15.66
31362	- Truckdriver, Medium	17.90
31363	- Truckdriver, Heavy	19.18
31364	- Truckdriver, Tractor-Trailer	19.18
99000	- Miscellaneous Occupations	
99030	- Cashier	10.03
99050	- Desk Clerk	11.58
99095	- Embalmer	23.05
99251	- Laboratory Animal Caretaker I	11.30
99252	- Laboratory Animal Caretaker II	12.35
99310	- Mortician	31.73
99410	- Pest Controller	17.69
99510	- Photofinishing Worker	13.20
99710	- Recycling Laborer	18.50

99711 - Recycling Specialist	22.71
99730 - Refuse Collector	16.40
99810 - Sales Clerk	12.09
99820 - School Crossing Guard	13.43
99830 - Survey Party Chief	21.94
99831 - Surveying Aide	13.63
99832 - Surveying Technician	20.85
99840 - Vending Machine Attendant	14.43
99841 - Vending Machine Repairer	18.73
99842 - Vending Machine Repairer Helper	14.43

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.71 average computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) **COMPUTER EMPLOYEES:** Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families.. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work,

there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) (2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 5) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the

wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. Twenty-Nine (29)	3. EFFECTIVE DATE See 16c	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (If applicable) Code 444/SSMO		
6. ISSUED BY National Aeronautics and Space Administration Goddard Space Flight Center Mission Services Procurement Office Greenbelt, MD 20771	CODE 210.P	7. ADMINISTERED BY (If other than item 6) Ms. B. Faye Johnson, Contracting Officer, Code 210.Y Phone (301) 286-4241 FAX (301) 286-1602 NASA GSFC, Bldg 3, Room 125 Greenbelt, MD 20771		CODE 210.Y	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) Honeywell Technology Solutions, Inc. (HTSI) Attn: Ms. Marcia (Marci) Duryea Booth 7000 Columbia Gateway Drive Columbia, MD 21046				(4) 9A. AMENDMENT OF SOLICITATION NO.	
Phone: 301-805-3133				9B. DATED (SEE ITEM 11)	
CODE 1515				10A. MODIFICATION OF CONTRACT/ORDER NO. NNG11VM00C	
FACILITY CODE				10B. DATED (SEE ITEM 13) August 26, 2011	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)**BNC: GCJ****See Page 2 of 2 (Accounting and Appropriation Data)****13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(4) A.	THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B.	THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C.	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X D.	OTHER Specify type of modification and authority FAR Clause 52.232-22, "Limitation of Funds" (APR 1984)


E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to:

- Add PR #4200479522 (incremental funding);
- See Page 2 of 2 for details.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) B. Faye Johnson	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY  (Signature of Contracting Officer) 6/17/2013	

Accounting and Appropriation Data

B/NC: GCJ

<u>PR</u>	<u>Amount</u>
4200479522	<u>\$7,157,230</u>
	\$7,157,230

1. In Clause B. 12, CONTRACT FUNDING (1852.232-81) (JUN 1990), the contract funding is hereby revised as follows:

	FROM	BY	TO
Estimated Cost			
Award Fee			
Total Cost Plus Award Fee (CPAF)	\$107,369,410	\$7,157,230	\$114,526,640
Period of Allotment is extended through:	October 1, 2013		November 8, 2013

2. All other terms and conditions of the contract remain unchanged.

(End of Modification No. 29)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. Thirty (30)	3. EFFECTIVE DATE See 16c	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (If applicable) Code 444/SSMO		
6. ISSUED BY National Aeronautics and Space Administration Goddard Space Flight Center Mission Services Procurement Office Greenbelt, MD 20771	CODE 210.Y	7. ADMINISTERED BY (If other than item 6) Ms. B. Faye Johnson, Contracting Officer, Code 210.Y Phone (301) 286-4241 FAX (301) 286-1602 NASA GSFC, Bldg 3, Room 125 Greenbelt, MD 20771		CODE 210.Y	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) Honeywell Technology Solutions, Inc. (HTSI) Attn: Ms. Marcia (Marci) Duryea Booth 7000 Columbia Gateway Drive Columbia, MD 21046				(4)	
Phone: 301-805-3133				9A. AMENDMENT OF SOLICITATION NO.	
CODE 15151 FACILITY CODE				9B. DATED (SEE ITEM 11)	
				10A. MODIFICATION OF CONTRACT/ORDER NO. NNG11VM00C	
				10B. DATED (SEE ITEM 13) August 26, 2011	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

- ☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
- (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

BNC: GCJ

See Page 2 of 2 (Accounting and Appropriation Data)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

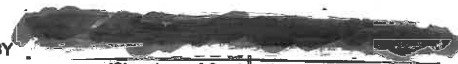
(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER Specify type of modification and authority FAR Clause 52.232-22, "Limitation of Funds" (APR 1984)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return ___ copies to the issuing office.**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

The purpose of this modification is to:

- De-obligate prior funding per SSMO Program Office authorized request;
- See Page 2 of 2 for details.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) B. Faye Johnson	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 7/1/2013
(Signature of person authorized to sign)		BY  (Signature of Contracting Officer)	

Accounting and Appropriation Data

B/NC: GCJ

<u>PR</u>	<u>Amount</u>
4200433772	(\$119,800)
4200439853	(\$75,000)
4200450372	(\$1,668,209)
4200452348	(\$249,565)
4200453522	(\$131,532)
4200466918	(\$120,600)
	(\$2,364,706)

1. In Clause B. 12, CONTRACT FUNDING (1852.232-81) (JUN 1990), the contract funding is hereby revised as follows:

	FROM	BY	TO
Estimated Cost	[REDACTED]	[REDACTED]	[REDACTED]
Award Fee	[REDACTED]	[REDACTED]	[REDACTED]
Total Cost Plus Award Fee (CPAF)	\$114,526,640	(\$2,364,706)	\$112,161,934
Period of Allotment is extended through:	November 8, 2013		October 23, 2013

2. All other terms and conditions of the contract remain unchanged.

(End of Modification No. 30)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. Thirty One (31)		3. EFFECTIVE DATE See 16c	4. REQUISITION/PURCHASE REQ. NO. See Block 12		5. PROJECT NO. (If applicable) Code 444/SSMO
6. ISSUED BY National Aeronautics and Space Administration Goddard Space Flight Center Mission Services Procurement Office Greenbelt, MD 20771		CODE 210.Y	7. ADMINISTERED BY (If other than Item 6) Ms. B. Faye Johnson, Contracting Officer, Code 210.Y Phone (301) 286-4241 FAX (301) 286-1802 NASA GSFC, Bldg 3, Room 125 Greenbelt, MD 20771		CODE 210.Y
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) Honeywell Technology Solutions, Inc. (HTSI) Attn: Ms. Marcia (Marci) Duryea Booth 7000 Columbia Gateway Drive Columbia, MD 21046			(4) 9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			10A. MODIFICATION OF CONTRACT/ORDER NO. NNG11VM00C		
			10B. DATED (SEE ITEM 13) August 26, 2011		
Phone: 301-805-3133					
CODE 15151		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)**BNC: GCJ****See Page 2 of 2 (Accounting and Appropriation Data)****13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER Specify type of modification and authority FAR Clause 52.232-22, "Limitation of Funds" (APR 1984)

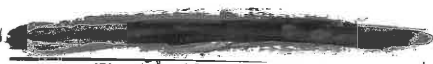
E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to:

- De-obligate prior funding per SSMO Program Office authorized request;
- Add PR #4200481817
- See Page 2 of 2 for details.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.







15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) B. Faye Johnson	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 7/24/2013
(Signature of person authorized to sign)		BY  (Signature of Contracting Officer)	

Accounting and Appropriation Data

B/NC: GCJ

<u>PR</u>	<u>Amount</u>
4200452348	(\$154,880)
4200466918	(\$345,000)
4200479522	(\$32,500)
4200481817	<u>\$9,641,190</u>
	\$9,108,810

1. In Clause B. 12, CONTRACT FUNDING (1852.232-81) (JUN 1990), the contract funding is hereby revised as follows:

	FROM	BY	TO
Estimated Cost			
Award Fee			
Total Cost Plus Award Fee (CPAF)	\$112,161,934	\$9,108,810	\$121,270,744
Period of Allotment is extended through:	October 23, 2013		December 10, 2013

2. All other terms and conditions of the contract remain unchanged.

(End of Modification No. 31)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. Thirty Two (32)	3. EFFECTIVE DATE See 16c	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (If applicable) Code 444/SSMO	
6. ISSUED BY National Aeronautics and Space Administration Goddard Space Flight Center Mission Services Procurement Office Greenbelt, MD 20771	CODE 210.Y	7. ADMINISTERED BY (If other than Item 6) Ms. B. Faye Johnson, Contracting Officer, Code 210.Y Phone (301) 286-4241 FAX (301) 286-1602 NASA GSFC, Bldg 3, Room 125 Greenbelt, MD 20771	CODE 210.Y	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) Honeywell Technology Solutions, Inc. (HTSI) Attn: Ms. Marcia (Marcia) Duryea Booth 7000 Columbia Gateway Drive Columbia, MD 21046 Phone: 301-805-3133 CODE 15151 FACILITY CODE			(4)	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG11VM00C 10B. DATED (SEE ITEM 13) August 26, 2011

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

- ☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

BNC: GCJ

See Page 2 of 2 (Accounting and Appropriation Data)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.


(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER Specify type of modification and authority FAR Clause 52.232-22, "Limitation of Funds" (APR 1984)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return ___ copies to the issuing office.**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

The purpose of this modification is to:

- De-obligate prior funding per SSMO Program Office authorized request;
- Add PR #4200486828
- See Page 2 of 2 for details.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) B. Faye Johnson	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 8/22/2013







NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE30-105
Computer GeneratedSTANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

Accounting and Appropriation Data

B/NC: GCJ

<u>PR</u>	<u>Amount</u>
4200431875	(\$250,000)
4200447913	(\$121,890)
4200466918	(\$132,065)
4200479522	(\$165,000)
4200486828	<u>\$9,356,733</u>
	\$8,687,778

1. In Clause B. 12, CONTRACT FUNDING (1852.232-81) (JUN 1990), the contract funding is hereby revised as follows:

	FROM	BY	TO
Estimated Cost			
Award Fee			
Total Cost Plus Award Fee (CPAF)	\$121,270,744	\$8,687,778	\$129,958,522
Period of Allotment is extended through:	December 10, 2013		January 27, 2014

2. All other terms and conditions of the contract remain unchanged.

(End of Modification No. 32)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF 2 PAGES

2. AMENDMENT/MODIFICATION NO.

Thirty Three (33)

3. EFFECTIVE DATE

See 16c

4. REQUISITION/PURCHASE REQ. NO.

See Block 12

5. PROJECT NO. (If applicable)

Code 444/SSMO

6. ISSUED BY

CODE

210.Y

National Aeronautics and Space Administration
Goddard Space Flight Center
Mission Services Procurement Office
Greenbelt, MD 20771

7. ADMINISTERED BY (If other than Item 6)

CODE

210.Y

Ms. B. Faye Johnson, Contracting Officer, Code 210.Y
Phone (301) 286-4241 FAX (301) 286-1602
NASA GSFC, Bldg 3, Room 125
Greenbelt, MD 20771

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code)

Honeywell Technology Solutions, Inc. (HTSI)
Attn: Ms. Marcia (Marci) Duryea Booth
7000 Columbia Gateway Drive
Columbia, MD 21046

Phone: 301-805-3133

CODE 15151

FACILITY CODE

(4)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

NNG11VM00C

10B. DATED (SEE ITEM 13)

August 26, 2011

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

BNC: GCJ

See Page 2 of 2 (Accounting and Appropriation Data)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER Specify type of modification and authority
FAR Clause 52.232-22, "Limitation of Funds" (APR 1984)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to:

- De-obligate prior funding per SSMO Program Office authorized request;
- Add PR #4200489229
- See Page 2 of 2 for details.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

B. Faye Johnson

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

9/3/2013

Accounting and Appropriation Data

B/NC: GCJ

<u>PR</u>	<u>Amount</u>
4200470130	(\$19,089)
4200481817	(\$20,883)
4200489229	<u>\$4,439,329</u>
	\$4,399,557

1. In Clause B. 12, CONTRACT FUNDING (1852.232-81) (JUN 1990), the contract funding is hereby revised as follows:

	FROM	BY	TO
Estimated Cost			
Award Fee			
Total Cost Plus Award Fee (CPAF)	\$129,958,522	\$4,399,557	\$134,358,079
Period of Allotment is extended through:	January 27, 2014		January 27, 2014

2. All other terms and conditions of the contract remain unchanged.

(End of Modification No. 33)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. Thirty Four (34)		3. EFFECTIVE DATE See 16c	4. REQUISITION/PURCHASE REQ. NO. See Block 12		5. PROJECT NO. (If applicable) Code 444/SSMO
6. ISSUED BY National Aeronautics and Space Administration Goddard Space Flight Center Mission Services Procurement Office Greenbelt, MD 20771		CODE 210.Y	7. ADMINISTERED BY (If other than Item 6) Ms. B. Faye Johnson, Contracting Officer, Code 210.Y Phone (301) 286-4241 FAX (301) 286-1602 NASA GSFC, Bldg 3, Room 125 Greenbelt, MD 20771		CODE 210.Y
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) Honeywell Technology Solutions, Inc. (HTSI) Attn: Ms. Marcia (Marci) Duryea Booth 7000 Columbia Gateway Drive Columbia, MD 21046 Phone: 301-805-3133				(4)	9A. AMENDMENT OF SOLICITATION NO.
					9B. DATED (SEE ITEM 11)
					10A. MODIFICATION OF CONTRACT/ORDER NO. NNG11VM00C
					10B. DATED (SEE ITEM 13) August 26, 2011
CODE 15151		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

BNC: GCJ

See Page 2 of 2 (Accounting and Appropriation Data)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER Specify type of modification and authority FAR Clause 52.232-22, "Limitation of Funds" (APR 1984)

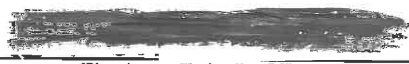
E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to:

- Add PR #4200490717
- See Page 2 of 2 for details.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.







15A. NAME AND TITLE OF SIGNER (Type or print) B. Faye Johnson		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) B. Faye Johnson	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 9/16/2013

Accounting and Appropriation Data

B/NC: GCJ

<u>PR</u>	<u>Amount</u>
4200490717	<u>\$3,442,226</u>
	\$3,442,226

1. In Clause B. 12, CONTRACT FUNDING (1852.232-81) (JUN 1990), the contract funding is hereby revised as follows:

	FROM	BY	TO
Estimated Cost			
Award Fee			
Total Cost Plus Award Fee (CPAF)	\$134,358,079	\$3,442,226	\$137,800,305
Period of Allotment is extended through:	January 27, 2014		February 14, 2014

2. All other terms and conditions of the contract remain unchanged.

(End of Modification No. 34)

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

BNC: GCJ

See Page 2 of 2 (Accounting and Appropriation Data)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- | | |
|-----|--|
| (4) | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: <i>(Specify authority)</i> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. |
| | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES <i>(such as changes in paying office, appropriation date, etc.)</i> SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| X | D. OTHER <i>Specify type of modification and authority</i>
FAR Clause 52.232-22, "Limitation of Funds" (APR 1984) |

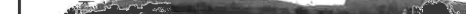
E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to:

- Add PR #4200491713**
See Page 2 of 2 for details.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) B. Faye Johnson	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 9/27/2013
_____ (Signature of person authorized to sign)			

Accounting and Appropriation Data

B/NC: GCJ

<u>PR</u>	<u>Amount</u>
4200491713	<u>\$864,266</u>
	\$864,266

1. In Clause B. 12, CONTRACT FUNDING (1852.232-81) (JUN 1990), the contract funding is hereby revised as follows:

	FROM	BY	TO
Estimated Cost			
Award Fee			
Total Cost Plus Award Fee (CPAF)	\$137,800,305	\$864,266	\$138,664,571
Period of Allotment is extended through:	February 14, 2014		February 18, 2014

2. All other terms and conditions of the contract remain unchanged.

(End of Modification No. 35)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. Thirty Six (36)	3. EFFECTIVE DATE See 16c	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (If applicable) Code 444/SSMO	
6. ISSUED BY National Aeronautics and Space Administration Goddard Space Flight Center Mission Services Procurement Office Greenbelt, MD 20771		7. ADMINISTERED BY (If other than item 6) Ms. B. Faye Johnson, Contracting Officer, Code 210.Y Phone (301) 286-4241 FAX (301) 286-1602 NASA GSFC, Bldg 3, Room 125 Greenbelt, MD 20771		
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) Honeywell Technology Solutions, Inc. (HTSI) Attn: Ms. Marcia (Marci) Duryea Booth 7000 Columbia Gateway Drive Columbia, MD 21046			(4) 9A. AMENDMENT OF SOLICITATION NO.	
Phone: 301-805-3133			9B. DATED (SEE ITEM 11)	
CODE 15151 FACILITY CODE			10A. MODIFICATION OF CONTRACT/ORDER NO. NNG11VM00C	
			10B. DATED (SEE ITEM 13) August 26, 2011	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)**BNC: GCJ****See Page 2 of 2 (Accounting and Appropriation Data)****13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(4) A.	THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B.	THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C.	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X D.	OTHER Specify type of modification and authority FAR Clause 52.232-22, "Limitation of Funds" (APR 1984)


E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to:

- Add PR #4200493955
- See Page 2 of 2 for details.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) B. Faye Johnson	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 11/15/2013
(Signature of person authorized to sign)		BY  (signature of Contracting Officer)	

Accounting and Appropriation Data

B/NC: GCJ

<u>PR</u>	<u>Amount</u>
4200493955	<u>\$9,738,213</u>
	\$9,738,213

1. In Clause B. 12, CONTRACT FUNDING (1852.232-81) (JUN 1990), the contract funding is hereby revised as follows:

	FROM	BY	TO
Estimated Cost			
Award Fee			
Total Cost Plus Award Fee (CPAF)	\$138,664,571	\$9,738,213	\$148,402,784
Period of Allotment is extended through:	February 18, 2014		April 16, 2014

2. All other terms and conditions of the contract remain unchanged.

(End of Modification No. 36)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE 1 OF 4 PAGES
2. AMENDMENT/MODIFICATION NO. Thirty Seven (37)		3. EFFECTIVE DATE See 16c		4. REQUISITION/PURCHASE REQ. NO. N/A	
5. PROJECT NO. (If applicable) Code 444/SSMO					
6. ISSUED BY National Aeronautics and Space Administration Goddard Space Flight Center Mission Services Procurement Office Greenbelt, MD 20771		7. ADMINISTERED BY (If other than item 6) B. Faye Johnson, Contracting Officer, Code 210.Y Phone: 301-286-4241; FAX 301-286-1602 NASA GSFC, Bldg 3, Room 125 Greenbelt, MD 20771		CODE 210.Y	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) Honeywell Technology Solutions, Inc. (HTSI) Attn: Ms. Marcia (Marcia) Duryea Booth 7000 Columbia Gateway Drive Columbia, MD 21046				(4) 9A. AMENDMENT OF SOLICITATION NO.	
Phone: 301-805-3133 FAX: 301-805-3014				9B. DATED (SEE ITEM 11)	
CODE FACILITY CODE				10A. MODIFICATION OF CONTRACT/ORDER NO. NNG11VM00C	
				10B. DATED (SEE ITEM 13) August 26, 2011	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

- ☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
- (a) By completing items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)**BNC: GCJ****13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**


(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER Specify type of modification and authority) Unilateral Modification - Clause G.4 (1852.216-76) (June 2000) AWARD FEE FOR SERVICE CONTRACTS

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return ___ copies to the issuing office.**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

The purpose of this modification is to incorporate the Award Fee earned for the Third Performance Evaluation Period (March 1, 2013 through August 31, 2013).

(continued)

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) B. Faye Johnson	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY  (Signature of Contracting Officer)	12/18/2013

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE30-105
Computer GeneratedSTANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. Thirty Eight (38)	3. EFFECTIVE DATE See 16c	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (If applicable) Code 444/SSMO	
6. ISSUED BY National Aeronautics and Space Administration Goddard Space Flight Center Mission Services Procurement Office Greenbelt, MD 20771		7. ADMINISTERED BY (If other than Item 6) Ms. B. Faye Johnson, Contracting Officer, Code 210.Y Phone (301) 286-4241 FAX (301) 286-1602 NASA GSFC, Bldg 3, Room 125 Greenbelt, MD 20771		
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) Honeywell Technology Solutions, Inc. (HTSI) Attn: Ms. Marcia (Marci) Duryea Booth 7000 Columbia Gateway Drive Columbia, MD 21046			(4) 9A. AMENDMENT OF SOLICITATION NO.	
Phone: 301-805-3133			9B. DATED (SEE ITEM 11)	
CODE 15151 FACILITY CODE			10A. MODIFICATION OF CONTRACT/ORDER NO. NNG11VM00C	
			10B. DATED (SEE ITEM 13) August 26, 2011	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)**BNC: GCJ****See Page 2 of 2 (Accounting and Appropriation Data)****13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(4) A.	THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B.	THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C.	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X D.	OTHER Specify type of modification and authority FAR Clause 52.232-22, "Limitation of Funds" (APR 1984)


E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to:

- De-obligate prior funding per SSMO Program Office authorized request;
- Add PR #4200496199
- See Page 2 of 2 for details.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) B. Faye Johnson	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA 	16C. DATE SIGNED 12/18/2013
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

Accounting and Appropriation Data

B/NC: GCJ

<u>PR</u>	<u>Amount</u>
4200493955	(\$775,000)
4200496199	<u>\$8,994,903</u>
	\$8,219,903

1. In Clause B. 12, CONTRACT FUNDING (1852.232-81) (JUN 1990), the contract funding is hereby revised as follows:

	FROM	BY	TO
Estimated Cost			
Award Fee			
Total Cost Plus Award Fee (CPAF)	\$148,402,784	\$8,219,903	\$156,622,687
Period of Allotment is extended through:	April 16, 2014		May 7, 2014

2. All other terms and conditions of the contract remain unchanged.

(End of Modification No. 38)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE 1 OF 2 PAGES	
2. AMENDMENT/MODIFICATION NO. Thirty Nine (39)		3. EFFECTIVE DATE See 16c		4. REQUISITION/PURCHASE REQ. NO. See Block 12		5. PROJECT NO. (if applicable) Code 444/SSMO	
6. ISSUED BY National Aeronautics and Space Administration Goddard Space Flight Center Mission Services Procurement Office Greenbelt, MD 20771		CODE 210.Y		7. ADMINISTERED BY (if other than Item 6) Ms. B. Faye Johnson, Contracting Officer, Code 210.Y Phone (301) 286-4241 FAX (301) 286-1602 NASA GSFC, Bldg 3, Room 125 Greenbelt, MD 20771		CODE 210.Y	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) Honeywell Technology Solutions, Inc. (HTSI) Attn: Ms. Marcia (Marc) Duryea Booth 7000 Columbia Gateway Drive Columbia, MD 21046 Phone: 301-805-3133				(4)			
CODE 15151				FACILITY CODE			
				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO. NNG11VM00C			
				10B. DATED (SEE ITEM 13) August 26, 2011			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

BNC: GCJ

See Page 2 of 2 (Accounting and Appropriation Data)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER Specify type of modification and authority) FAR Clause 52.232-22, "Limitation of Funds" (APR 1984)

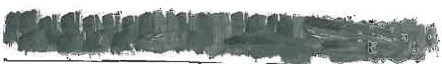
E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to:

- De-obligate prior funding per SSMO Program Office authorized request;
- Add PR #4200498991
- See Page 2 of 2 for details.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) B. Faye Johnson	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY 	16C. DATE SIGNED 1/23/2014
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105
Computer Generated

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

Accounting and Appropriation Data

B/NC: GCJ

<u>PR</u>	<u>Amount</u>
4200490717	(\$30,421)
4200498991	<u>\$4,061,951</u>
	\$4,031,530

1. In Clause B. 12, CONTRACT FUNDING (1852.232-81) (JUN 1990), the contract funding is hereby revised as follows:

	FROM	BY	TO
Estimated Cost	 	 	
Award Fee	 	 	
Total Cost Plus Award Fee (CPAF)	\$156,622,687	\$4,031,530	\$160,654,217
Period of Allotment is extended through:	May 7, 2014		June 11, 2014

2. All other terms and conditions of the contract remain unchanged.

(End of Modification No. 39)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. Forty (40)	3. EFFECTIVE DATE See 16c	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (If applicable) Code 444/SSMO		
6. ISSUED BY National Aeronautics and Space Administration Goddard Space Flight Center Mission Services Procurement Office Greenbelt, MD 20771	CODE 210.Y	7. ADMINISTERED BY (If other than Item 6) Ms. B. Faye Johnson, Contracting Officer, Code 210.Y Phone (301) 286-4241 FAX (301) 286-1602 NASA GSFC, Bldg 3, Room 125 Greenbelt, MD 20771	CODE 210.Y		
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) Honeywell Technology Solutions, Inc. (HTSI) Attn: Ms. Marcia (Marci) Duryea Booth 7000 Columbia Gateway Drive Columbia, MD 21046			(4) 9A. AMENDMENT OF SOLICITATION NO.		
Phone: 301-805-3133			9B. DATED (SEE ITEM 11)		
CODE 15151 FACILITY CODE			10A. MODIFICATION OF CONTRACT/ORDER NO. NNG11VM00C		
			10B. DATED (SEE ITEM 13) August 26, 2011		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

BNC: GCJ

See Page 2 of 2 (Accounting and Appropriation Data)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4) A.	THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B.	THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C.	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X D.	OTHER Specify type of modification and authority) FAR Clause 52.232-22, "Limitation of Funds" (APR 1984)


E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to:

- Add PR #4200503611
- See Page 2 of 2 for details.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) B. Faye Johnson	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY 	16C. DATE SIGNED 2/24/2014
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

Accounting and Appropriation Data

B/NC: GCJ

<u>PR</u>	<u>Amount</u>
4200503611	<u>\$4,249,458</u>
	\$4,249,458

1. In Clause B. 12, CONTRACT FUNDING (1852.232-81) (JUN 1990), the contract funding is hereby revised as follows:

	FROM	BY	TO
Estimated Cost	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Award Fee	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Total Cost Plus Award Fee (CPAF)	\$160,654,217	\$4,249,458	\$164,903,675
Period of Allotment is extended through:	June 11, 2014		July 11, 2014

2. All other terms and conditions of the contract remain unchanged.

(End of Modification No. 40)